

**AMENDMENT TO CONTRACT FOR PARKING SYSTEMS MANAGEMENT
SERVICES BETWEEN REPUBLIC PARKING SYSTEM, INC. AND THE CITY OF
DURHAM**

This contract amendment ("Amendment") is dated and entered into as of the _____ day of _____, 2016, between CITY OF DURHAM, a North Carolina municipal corporation ("City"), and REPUBLIC PARKING SYSTEM, INC. ("Manager"), a corporation organized and existing under the laws of the State of Tennessee and authorized to do business in the State of North Carolina.

The City and the Manager entered into a contract titled "Parking Systems Management Services Agreement" dated September 1, 2015. That agreement is referred to as the "Original Agreement". The Original Agreement is hereby amended as follows:

1. In Section 5.8 Compensation, delete subsections (a), and replace with the following:

(a) In Consideration of the Manager's services rendered pursuant to this Section 5, the City shall pay the Manager, a fixed base management fee of \$1,259,357.94 for a twelve month period beginning September 1, 2015. This fixed base management fee will be \$1,285,804.92 and \$1,309,981.68, respectively for years 2 and 3 of the contract period.

2. In Section 5.8 Compensation delete the first sentence of subsection (b) Parking Facility Payments to Manager and replace with the following:

The Manager shall be paid the base management fee described above in this section 5 above in monthly installments on or before the first business day of each month in advance of each operating month. For Year 1, payments will be made in the amount of \$110,531.37 for the period of September 1, 2015 to February 29, 2016 and \$99,361.62 for the period of March 1, 2016 to August 31, 2016. The monthly installments for Year 2 will be \$107,150.41 and \$109,165.14 for Year 3.

3. In Section 6.8 Compensation. in delete subsection (a), in its entirety and replace with the following:

(a) In Consideration of the Manager's services rendered pursuant to this agreement, the City shall pay the Manager a fixed base management fee of \$ 467,018.22 for a twelve month period beginning September 1, 2015. This fixed base management fee will be \$466,751.64 and \$469,540.44, respectively for years 2 and 3 of the contract period.

4. In Section 6.8 Compensation delete the first sentence of subsection (b) Parking Facility Payments to Manager and replace with the following:

The Manager shall be paid the base management fee described above in this section 5 above in monthly installments on or before the first business day of each month in advance of each operating month. For Year 1, payments will be made in the amount

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Parking System, Inc. and the City of Durham*

of \$39,999.98 for the period of September 1, 2015 to February 29, 2016 and
\$37,836.39 for the period of March 1, 2016 to August 31, 2016. The monthly
installments for Year 2 will be \$38,895.97 and \$39,128.37 for Year 3.

5. Manager shall not be required to lease parking and revenue access control equipment to replace the defunct 3M Parking Access and Revenue Control equipment during the three-year contract term.
6. Manager shall provide on-street parking enforcement and management pursuant to the City's designated Controlled Parking Residential Area (CPRA) program, which includes the 6 designated areas shown on Exhibit D of the Original Agreement. On June 15, 2016, City Council designated a new CPRA area – Area F. As a result, the Manager is now required to provide parking enforcement in CPRA Area F during the hours of 6:00pm until 2:00am, seven days per week.

CITY:

ATTEST:

By: _____

Preaudit Certificate, if required:

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MANAGER:

ATTEST:

Secretary

By: _____
President

(Affix corporate seal.)

State of _____ ACKNOWLEDGMENT BY
REPUBLIC PARKING SYSTEMS, INC.

County of _____

I, a notary public in and for the aforesaid county and state, certify that

_____ personally appeared
before me this day and stated that he or she is _____ Secretary of REPUBLIC
PARKING SYSTEMS, INC., a corporation, and that by authority duly given and as the act of the
corporation, the foregoing AMENDMENT with the City of Durham was signed in its name by
its _____ President, whose name is
_____, sealed with its corporate seal, and attested
by him/herself as its said Secretary or Assistant Secretary. This the _____ day of
_____, 20_____.

My commission expires:

Notary Public